

Congress of the United States

Washington, DC 20515

June 25, 2026

Leslie C. Davis
President and Chief Operating Officer
University of Pittsburgh Medical Center
200 Lothrop St.
Pittsburgh, PA 15213-2582

Dear Ms. Davis:

We write to express concern and seek transparency regarding your company’s use of “stay-or-pay” contracts, including Training Repayment Agreement Provisions (TRAPs). A growing number of companies rely on TRAPs to lock workers in place by requiring them to pay a penalty for leaving their jobs.¹ A 2024 study found that 1 in 12 workers in the United States are subject to a TRAP, with the portion growing from 4.1 percent in 2014 to 8.7 percent in 2020.² These contracts are often presented as “take it or leave it” conditions of employment, shifting onto workers the financial responsibility for training, equipment, and even alleged lost profits.³ Regardless of whether employers ultimately enforce these provisions, the looming threat of debt is sufficient to keep workers feeling trapped in their jobs. Overall, these TRAPs leverage crushing financial penalties to undermine workers’ job mobility and drive down wages.

In 2023, it was reported that the University of Pittsburgh Medical Center’s (UPMC) tuition assistance program could garnish nurses’ wages and hold them liable for full repayment if their employment status changes, including due to termination without cause.⁴ In 2025, Health Carousel—a staffing agency that recruited and placed nurses at UPMC facilities—reached a \$6 million settlement to address allegations of human trafficking, wage theft, and racketeering brought by former nurses over Health Carousel’s enforcement of TRAPs.⁵

In light of the growing and concerning impact of TRAPs on workers, along with public reports that your company engaged in the practice of requiring workers to enter into TRAPS, we request written answers to the following questions by no later than July 31, 2026:

¹ Report, *Trapped at Work: How Big Business Uses Student Debt to Restrict Worker Mobility*, Protect Borrowers (July 2022), https://protectborrowers.org/wp-content/uploads/2022/07/Trapped-at-Work_Final.pdf.

² J.J. Prescott et al., *First Evidence on the Use of Training Repayment Agreements in the US Labor Force*, ProMarket (Mar. 27, 2024), <https://www.promarket.org/2024/03/27/first-evidence-on-the-use-of-training-repayment-agreements-in-the-us-labor-force/>.

³ *Fact Sheet: Training Repayment Agreement Provision (TRAPs), Stay-or-Pay Contracts and the Economy*, Protect Borrowers (2024), <https://protectborrowers.org/wp-content/uploads/2025/09/FACT-SHEET-FTC-Ban-on-TRAPs.pdf>.

⁴ American Economic Liberties Project, *Critical Condition: How UPMC’s Monopoly Power Harms Workers and Patients* (Jan. 2023), https://www.economicliberties.us/wp-content/uploads/2023/01/AELP_2022_UPMC_Report_R2-3.pdf.

⁵ *Carmen v. Health Carousel, LLC*, No. 1:20-cv-313, 2025 WL 892586 (S.D. Ohio Mar. 24, 2025).

1. Does your company currently require workers to enter into stay-or-pay contracts, including Training Repayment Agreement Provisions (TRAPs), as a requirement for employment?
 - a. If so, please provide a sample agreement and notification or disclosure.
 - b. If so, what year did your company begin engaging in this practice?
 - c. If your company no longer requires stay-or-pay contracts, what year did it end this practice?
2. How many current employees⁶ (including as a percentage of your workforce) are subject to TRAPs, and how does this vary across different roles and job levels within your company?
 - a. What is the average hourly wage of employees who are working under a TRAP?
3. In the past ten years, how many former employees worked under TRAPs while employed at your company?
 - a. In the past ten years, how many employees left your company before a TRAP expired?
4. What methods does your company use to collect debts associated with a TRAP?
 - a. How many current or former employees has your company sued to collect on debt related to a TRAP or other employer-driven debt? What is the typical amount sued for in these cases?
 - b. How many current or former employees has your company referred to a debt collector for debt related to a TRAP or other form of employer-driven debt? Please identify any and all third-party debt collectors used by your company to collect on TRAPs or any other form of employer-driven debt.
 - c. For how many current or former employees has your company developed repayment plans for a TRAP or other forms of employer-driven debt?
 - d. Do you withhold or have you ever withheld an employee's last paycheck in order to enforce a TRAP?
5. What are the maximum penalties your company can subject a worker to if they end their employment prior to the predetermined date in a TRAP, and how do you calculate these costs?
6. What, if any, interest rate does your company charge for TRAP debt?
7. How much money has your company received by collecting on TRAP debt?
 - a. On average, how much do attorneys that your company engages to collect on TRAP debt earn in fees?
 - b. Are there any other costs associated with your company's use of TRAPs, such as arbitration costs or collection fees?
8. How long must an employee remain with your company after completing training before the repayment obligation is waived or reduced?
 - a. How was this length of time determined?

⁶ The term "employees" throughout also refers to workers contracted by a third-party staffing agency.

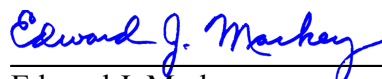
9. What companies or law firms, if any, have you consulted with to help design and implement your company's TRAPs?

Thank you for your prompt attention to this request.

Sincerely,



Summer L. Lee
Member of Congress



Edward J. Markey
United States Senator

Congress of the United States

Washington, DC 20515

June 25, 2026

John Akkara
Chief Operating Officer
Smoothstack
8200 Greensboro Dr, Suite 900
McLean, Virginia 22102

Dear Mr. Akkara:

We write to express concern and seek transparency regarding your company's use of "stay-or-pay" contracts, including Training Repayment Agreement Provisions (TRAPs). A growing number of companies rely on TRAPs to lock workers in place by requiring them to pay a penalty for leaving their jobs.¹ A 2024 study found that 1 in 12 workers in the United States are subject to a TRAP, with the portion growing from 4.1 percent in 2014 to 8.7 percent in 2020.² These contracts are often presented as "take it or leave it" conditions of employment, shifting onto workers the financial responsibility for training, equipment, and even alleged lost profits.³ Regardless of whether employers ultimately enforce these provisions, the looming threat of debt is sufficient to keep workers feeling trapped in their jobs. Overall, these TRAPs leverage crushing financial penalties to undermine workers' job mobility and drive down wages.

In 2024, the Department of Labor sued your company, alleging that your use of TRAPs violated the Fair Labor Standards Act's (FLSA) minimum wage and overtime requirements and anti-retaliation provision, exploiting workers "through a system akin to modern-day indentured servitude."⁴ The lawsuit also alleged that your company hampered the Department's ability to investigate violations of the law.⁵ This came after former employees sued Smoothstack in 2023, alleging that your enforcement of TRAPs violated wage theft protections under the FLSA and unlawfully penalized employees for leaving their jobs.⁶

¹ Report, *Trapped at Work: How Big Business Uses Student Debt to Restrict Worker Mobility*, Protect Borrowers (July 2022), https://protectborrowers.org/wp-content/uploads/2022/07/Trapped-at-Work_Final.pdf.

² J.J. Prescott et al., *First Evidence on the Use of Training Repayment Agreements in the US Labor Force*, ProMarket (Mar. 27, 2024), <https://www.promarket.org/2024/03/27/first-evidence-on-the-use-of-training-repayment-agreements-in-the-us-labor-force/>.

³ *Fact Sheet: Training Repayment Agreement Provision (TRAPs), Stay-or-Pay Contracts and the Economy*, Protect Borrowers (2024), <https://protectborrowers.org/wp-content/uploads/2025/09/FACT-SHEET-FTC-Ban-on-TRAPs.pdf>.

⁴ News Release, U.S. Department of Labor, Department of Labor Seeks Court Order to End IT Staffing Agency Practices that Exploit Workers Through a System Akin to Modern-Day Indentured Servitude (July 10, 2024), <https://www.dol.gov/newsroom/releases/sol/sol20240710>; Complaint, *Su v. Smoothstack, Inc.*, 1:24-cv-02295-RDA-LRV (E.D. Va. July 10, 2024), https://storage.courtlistener.com/recap/gov.uscourts.vaed.565803/gov.uscourts.vaed.565803.1.0_1.pdf.

⁵ Complaint ¶ 115, *Su v. Smoothstack, Inc.*, 1:24-cv-02295-RDA-LRV (E.D. Va. July 10, 2024), https://storage.courtlistener.com/recap/gov.uscourts.vaed.565803/gov.uscourts.vaed.565803.1.0_1.pdf.

⁶ Press Release, Protect Borrowers, "Unconscionable" Debt-for-Training Scheme Funnel Low-Wage Tech Workers to Fortune 500 Companies; Groundbreaking Class-Action Lawsuit Seeks to Void Predatory Training Repayment

In light of the growing and concerning impact of TRAPs on workers, along with public reports that your company engaged in the practice of requiring workers to enter into TRAPS, we request written answers to the following questions by no later than July 31, 2026:

1. Does your company currently require workers to enter into stay-or-pay contracts, including Training Repayment Agreement Provisions (TRAPs), as a requirement for employment?
 - a. If so, please provide a sample agreement and notification or disclosure.
 - b. If so, what year did your company begin engaging in this practice?
 - c. If your company no longer requires stay-or-pay contracts, what year did it end this practice?
2. How many current employees (including as a percentage of your workforce) are subject to TRAPs, and how does this vary across different roles and job levels within your company?
 - a. What is the average hourly wage of employees who are working under a TRAP?
3. In the past ten years, how many former employees worked under TRAPs while employed at your company?
 - a. In the past ten years, how many employees left your company before a TRAP expired?
4. What methods does your company use to collect debts associated with a TRAP?
 - a. How many current or former employees has your company sued to collect on debt related to a TRAP or other employer-driven debt? What is the typical amount sued for in these cases?
 - b. How many current or former employees has your company referred to a debt collector for debt related to a TRAP or other form of employer-driven debt? Please identify any and all third-party debt collectors used by your company to collect on TRAPs or any other form of employer-driven debt.
 - c. For how many current or former employees has your company developed repayment plans for a TRAP or other forms of employer-driven debt?
 - d. Do you withhold or have you ever withheld an employee's last paycheck in order to enforce a TRAP?
5. What are the maximum penalties your company can subject a worker to if they end their employment prior to the predetermined date in a TRAP, and how do you calculate these costs?
6. What, if any, interest rate does your company charge for TRAP debt?
7. How much money has your company received by collecting on TRAP debt?
 - a. On average, how much do attorneys that your company engages to collect on TRAP debt earn in fees?

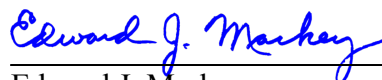
- b. Are there any other costs associated with your company's use of TRAPs, such as arbitration costs or collection fees?
8. How long must an employee remain with your company after completing training before the repayment obligation is waived or reduced?
 - a. How was this length of time determined?
9. What companies or law firms, if any, have you consulted with to help design and implement your company's TRAPs?

Thank you for your prompt attention to this request.

Sincerely,



Summer L. Lee
Member of Congress



Edward J. Markey
United States Senator

Congress of the United States

Washington, DC 20515

June 25, 2026

Sam Hazen
Chief Operating Officer
HCA Healthcare
1 Park Plaza
Nashville, TN 37203

Dear Mr. Hazen:

We write to express concern and seek transparency regarding your company's use of "stay-or-pay" contracts, including Training Repayment Agreement Provisions (TRAPs). A growing number of companies rely on TRAPs to lock workers in place by requiring them to pay a penalty for leaving their jobs.¹ A 2024 study found that 1 in 12 workers in the United States are subject to a TRAP, with the portion growing from 4.1 percent in 2014 to 8.7 percent in 2020.² These contracts are often presented as "take it or leave it" conditions of employment, shifting onto workers the financial responsibility for training, equipment, and even alleged lost profits.³ Regardless of whether employers ultimately enforce these provisions, the looming threat of debt is sufficient to keep workers feeling trapped in their jobs. Overall, these TRAPs leverage crushing financial penalties to undermine workers' job mobility and drive down wages.

HCA Healthcare has been accused of forcing nurses to stay in their jobs or face thousands of dollars in debt tied to on-the-job training.⁴ In 2025, your company entered into settlements totaling just under \$3.8 million to address allegations of state consumer protection and labor law violations made by the attorneys general of California, Colorado, and Nevada arising out of your enforcement of TRAPs.⁵

¹ Report, *Trapped at Work: How Big Business Uses Student Debt to Restrict Worker Mobility*, Protect Borrowers (July 2022), https://protectborrowers.org/wp-content/uploads/2022/07/Trapped-at-Work_Final.pdf.

² J.J. Prescott et al., *First Evidence on the Use of Training Repayment Agreements in the US Labor Force*, ProMarket (Mar. 27, 2024), <https://www.promarket.org/2024/03/27/first-evidence-on-the-use-of-training-repayment-agreements-in-the-us-labor-force/>.

³ *Fact Sheet: Training Repayment Agreement Provision (TRAPs), Stay-or-Pay Contracts and the Economy*, Protect Borrowers (2024), <https://protectborrowers.org/wp-content/uploads/2025/09/FACT-SHEET-FTC-Ban-on-TRAPs.pdf>.

⁴ Shannon Pettypiece, *Indentured servitude: Nurses hit with hefty debt when trying to leave hospitals*, NBC News (Mar. 12, 2023), <https://www.nbcnews.com/politics/economics/indentured-servitude-nurses-hit-hefty-debt-trying-leave-hospitals-rcna74204>.

⁵ Press Release, Office of the California Attorney General, Attorney General Bonta Secures \$1.53 Million Settlement with One of Nation's Largest Hospital Systems for Unlawful Training Repayment Agreements with Nurses (July 24, 2025), <https://oag.ca.gov/news/press-releases/attorney-general-bonta-secures-153-million-settlement-one-nation-s-largest>; Press Release, Office of the Colorado Attorney General, HCA agrees to pay nearly \$1.4 million, end unfair training repayment policies under settlement with Attorney General Phil Weiser (July 24, 2025), <https://coag.gov/press-releases/attorney-general-phil-weiser-hca-training-repayment-policies-settlement-7-24-25/>; Press Release, Office of the Nevada Attorney General, Attorney General Ford Secures \$862,000 Settlement with HCA Hospital Systems for Unlawful Training Repayment Agreements (July 24, 2025), [https://ag.nv.gov/News/PR/2025/Attorney_General_Ford_Secures_\\$862,000_Settlement_with_HCA_Hospital_Systems_for_Unlawful_Training_Repayment_Agreements/](https://ag.nv.gov/News/PR/2025/Attorney_General_Ford_Secures_$862,000_Settlement_with_HCA_Hospital_Systems_for_Unlawful_Training_Repayment_Agreements/).

In light of the growing and concerning role of stay-or-pay contracts in our economy, and findings that your company has engaged in the practice of requiring workers to enter into TRAPS, we respectfully request written answers to the following questions by no later than July 31, 2026:

1. Does your company currently require workers to enter into stay-or-pay contracts, including Training Repayment Agreement Provisions (TRAPs), as a requirement for employment?
 - a. If so, please provide a sample agreement and notification or disclosure.
 - b. If so, what year did your company begin engaging in this practice?
 - c. If your company no longer requires stay-or-pay contracts, what year did it end this practice?
2. How many current employees (including as a percentage of your workforce) are subject to TRAPs, and how does this vary across different roles and job levels within your company?
 - a. What is the average hourly wage of employees who are working under a TRAP?
3. In the past ten years, how many former employees worked under TRAPs while employed at your company?
 - a. In the past ten years, how many employees left your company prior before a TRAP expired?
4. What methods does your company use to collect debts associated with a TRAP?
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 - c. For how many current or former employees has your company developed repayment plans for a TRAP or other forms of employer-driven debt?
 - d. Do you withhold or have you ever withheld an employee's last paycheck in order to enforce a TRAP?
5. What are the maximum penalties your company can subject a worker to if they end their employment prior to the predetermined date in a TRAP, and how do you calculate these costs?
6. What, if any, interest rate does your company charge for TRAP debt?
7. How much money has your company received by collecting on TRAP debt?
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 - b. Are there any other costs associated with your company's use of TRAPs, such as arbitration costs or collection fees?
8. How long must an employee remain with your company after completing training before the repayment obligation is waived or reduced?

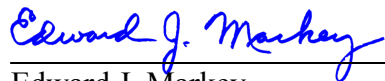
- a. How was this length of time determined?
9. What companies or law firms, if any, have you consulted with to help design and implement your company's TRAPs?

Thank you for your prompt attention to this request.

Sincerely,



Summer L. Lee
Member of Congress



Edward J. Markey
United States Senator

Congress of the United States

Washington, DC 20515

June 25, 2026

James G. Dempsey
Chief Operating Officer
Frontier Airlines
4545 Airport Way
Denver, CO 80239

Dear Mr. Dempsey:

We write to express concern and seek transparency regarding your company’s use of “stay-or-pay” contracts, including Training Repayment Agreement Provisions (TRAPs). A growing number of companies rely on TRAPs to lock workers in place by requiring them to pay a penalty for leaving their jobs.¹ A 2024 study found that 1 in 12 workers in the United States are subject to a TRAP, with the portion growing from 4.1 percent in 2014 to 8.7 percent in 2020.² These contracts are often presented as “take it or leave it” conditions of employment, shifting onto workers the financial responsibility for training, equipment, and even alleged lost profits.³ Regardless of whether employers ultimately enforce these provisions, the looming threat of debt is sufficient to keep workers feeling trapped in their jobs. Overall, these TRAPs leverage crushing financial penalties to undermine workers’ job mobility and drive down wages.

In 2025, your company faced allegations in a class action lawsuit that its use of TRAPs, including requiring pilots to stay with Frontier for two years or pay thousands of dollars, violated Colorado law.⁴

In light of the growing and concerning impact of TRAPs on workers, along with public reports that your company engaged in the practice of requiring workers to enter into TRAPs, we request written answers to the following questions by no later than July 31, 2026:

1. Does your company currently require workers to enter into stay-or-pay contracts, including Training Repayment Agreement Provisions (TRAPs), as a requirement for employment?
 - a. If so, please provide a sample agreement and notification or disclosure.
 - b. If so, what year did your company begin engaging in this practice?

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² J.J. Prescott et al., *First Evidence on the Use of Training Repayment Agreements in the US Labor Force*, ProMarket (Mar. 27, 2024), <https://www.promarket.org/2024/03/27/first-evidence-on-the-use-of-training-repayment-agreements-in-the-us-labor-force/>.

³ *Fact Sheet: Training Repayment Agreement Provision (TRAPs), Stay-or-Pay Contracts and the Economy*, Protect Borrowers (2024), <https://protectborrowers.org/wp-content/uploads/2025/09/FACT-SHEET-FTC-Ban-on-TRAPs.pdf>.

⁴ Class Action Complaint, *Morris v. Frontier Airlines, Inc.* No. 1:25-cv-03912, (D. Colo. Dec. 5, 2025), <https://towardsjustice.org/wp-content/uploads/2025/11/Frontier-TRAP-Filed-Complaint.pdf>.

- c. If your company no longer requires stay-or-pay contracts, what year did it end this practice?
2. How many current employees (including as a percentage of your workforce) are subject to TRAPs, and how does this vary across different roles and job levels within your company?
 - a. What is the average hourly wage of employees who are working under a TRAP?
3. In the past ten years, how many former employees worked under TRAPs while employed at your company?
 - a. In the past ten years, how many employees left your company before a TRAP expired?
4. What methods does your company use to collect debts associated with a TRAP?
 - a. How many current or former employees has your company sued to collect on debt related to a TRAP or other employer-driven debt? What is the typical amount sued for in these cases?
 - b. How many current or former employees has your company referred to a debt collector for debt related to a TRAP or other form of employer-driven debt? Please identify any and all third-party debt collectors used by your company to collect on TRAPs or any other form of employer-driven debt.
 - c. How many current or former employees has your company developed repayment plans for a TRAP or other forms of employer-driven debt?
 - d. Do you withhold or have you ever withheld an employee's last paycheck in order to enforce a TRAP?
5. What are the maximum penalties your company can subject a worker to if they end their employment prior to the predetermined date in a TRAP, and how do you calculate these costs?
6. What, if any, interest rate does your company charge for TRAP debt?
7. How much money has your company received by collecting on TRAP debt?
 - a. On average, how much do attorneys your company engages to collect on TRAP debt earn in fees?
 - b. Are there any other costs associated with your company's use of TRAPs, such as arbitration costs or collection fees?
8. How long must an employee remain with your company after completing training before the repayment obligation is waived or reduced?
 - a. How was this length of time determined?
9. What companies or law firms, if any, have you consulted with to help design and implement your company's TRAPs?

Thank you for your prompt attention to this request.

Sincerely,

Summer L. Lee

Summer L. Lee
Member of Congress

Edward J. Markey

Edward J. Markey
United States Senator

Congress of the United States

Washington, DC 20515

June 25, 2026

Mike Gannon
President and Chief Operating Officer
CRST
201 1st St SE, Suite 400
Cedar Rapids, IA 52401

Dear Mr. Gannon:

We write to express concern and seek transparency regarding your company's use of "stay-or-pay" contracts, including Training Repayment Agreement Provisions (TRAPs). A growing number of companies rely on TRAPs to lock workers in place by requiring them to pay a penalty for leaving their jobs.¹ A 2024 study found that 1 in 12 workers in the United States are subject to a TRAP, with the portion growing from 4.1 percent in 2014 to 8.7 percent in 2020.² These contracts are often presented as "take it or leave it" conditions of employment, shifting onto workers the financial responsibility for training, equipment, and even alleged lost profits.³ Regardless of whether employers ultimately enforce these provisions, the looming threat of debt is sufficient to keep workers feeling trapped in their jobs. Overall, these TRAPs leverage crushing financial penalties to undermine workers' job mobility and drive down wages.

Over the last decade, CRST has faced multiple class action lawsuits challenging restrictive contract terms, including TRAPs, non-competes, and alleged "no-poach" agreements.⁴ In 2019, a federal court ruled that CRST charged former drivers a usurious 18 percent interest rate in connection with its training repayment obligations and allowed Iowa usury claims to proceed; the court also held that certain CRST practices violated Iowa consumer protection law, and ruled in favor of drivers on significant state and federal wage-law issues.⁵

In light of the growing and concerning impact of TRAPs on workers, along with public reports that your company has engaged in the practice of requiring workers to enter into TRAPs, we request written answers to the following questions by no later than July 31, 2026:

¹ Report, *Trapped at Work: How Big Business Uses Student Debt to Restrict Worker Mobility*, Protect Borrowers (July 2022), https://protectborrowers.org/wp-content/uploads/2022/07/Trapped-at-Work_Final.pdf.

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⁴ See *Montoya v. CRST Expedited, Inc.*, No. 1:16-cv-10095-PBS (D. Mass. Jan. 21, 2016); *Wimbish v. CRST International, Inc.*, No. 16-2020-CA-003424 (Fla. 4th Cir., Duval Cty. June 12, 2020); and *Smith v. CRST Expedited, Inc.*, No. 1:20cv-11353-PBS (D. Mass. July 17, 2020).

⁵ *Montoya v. CRST Expedited, Inc.*, 404 F. Supp. 3d 364 (D. Mass. 2019).

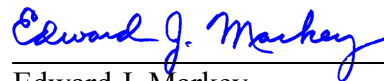
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 - a. How was this length of time determined?
9. What companies or law firms, if any, have you consulted with to help design and implement your company's TRAPs?

Thank you for your prompt attention to this request.

Sincerely,



Summer L. Lee
Member of Congress



Edward J. Markey
United States Senator